taking by the mortgagee will constitute a conversion. *Gould* v. *Armagost* (1896) 46 Neb. 897, 65 N. W. 1064, *Richter* v. *Buchanan* (1907) 48 Wash. 32, 92 Pac. 782. The majority rule is, however, that the mortgagee holds the legal title conditional upon payment of the mortgage debt; *Holmes* v. *Bell* (1849) 57 Mass. 322; *Heyland* v. *Badger* (1868) 35 Cal. 404; Jones, Chattel Mortgages (5th ed.) § 1; and upon default the absolute legal title vests in the mortgagee subject to the mortgagor's right in equity to redeem, Jones, *op. cit.* § 699, or to compel an accounting after a sale of the property. *Reese* v. *Lyon* (1883) 20 S. C. 17. Moreover, since the mortgagee may take possession on default, Jones, *op. cit.* § 705, he cannot convert the property after taking such possession in a jurisdiction where he has legal title, *Burdick* v. *McVanner* (N. Y. 1846) 2 Denio 170; *Holmes* v. *Bell, supra,* as the court intimated in the principal case. Yet some courts regard an improper sale by the mortgagee, after default, as a conversion. *Kellogg* v. *Malick* (1905) 125 Wis. 239, 103 N. W. 1116. Such conversion discharges the mortgage debt to the value of the property when possession is taken. *Hartman* v. *Ringenberg* (1889) 119 Ind. 72, 21 N. E. 464; see *Powell* v. *Gagnon* (1893) 52 Minn. 232, 53 N. E. 1148. If the mortgagee who takes possession after default retains possession and appropriates the property to his own use the mortgage debt is deemed satisfied to the value of the property when possession is taken, *In re Haake* (1872) 11 Fed. Cas. No. 5,883; see *Priddy* v. *Miners', etc., Bank* (1908) 132 Mo. App. 279, 111 S. W. 865. Therefore, the result reached in the principal case is the same whether the retention of possession and the appropriation of the property to his own use by the mortgagee amounted to a conversion or not.

Conflict of Laws—Contractual Capacity—State Policy.—The defendant, a married woman domiciled in Texas, executed a guaranty while in Illinois, where the contract was valid. Action was brought against her on the guaranty in Texas, where married women had no capacity to make such contracts. *Held,* there could be no recovery since the public policy of Texas would be contravened by the enforcement of the contract. *Union Trust Co.* v. *Grosman* (1918) 38 Sup. Ct. 147.

The validity of a contract is ordinarily determined by the law of the place where it was made. *Berger-Crittenden Co.* v. *Chicago, etc., Ry.* (1915) 159 Wis. 256, 150 N. W. 496; Story, Conflict of Laws (8th ed.) § 242. A contract valid where made will be enforced in any jurisdiction, unless the positive law of the forum, or a public policy which regards such contracts as immoral or pernicious, and their recognition as inexpedient, would be contravened. *Pope* v. *Hanke* (1894) 155 Ill. 617, 40 N. E. 839; *Fox* v. *Postal, etc., Co.* (1909) 138 Wis. 648, 120 N. W. 399; see *Palmer* v. *Palmer* (1903) 26 Utah 31, 72 Pac. 3; Story, *op. cit.* § 244. The fact that the contract could not validly have been made in the forum is not of itself generally held to indicate a local policy opposed to its enforcement. *Brown* v. *Browning* (1886) 15 R. I. 422, 7 Atl. 403; *The Fri* (C. C. A. 1907) 154 Fed. 333. When contracts made by married women in a jurisdiction where they possess capacity, are sought to be enforced in the state of their domicil, many courts hold, accordingly, that their inability to assume the obligation in the forum evinces no policy forbidding its enforcement if validly contracted elsewhere, and have regarded the legislative tend-

ency to remove the disabilities of coverture as an indication that such enforcement is neither pernicious nor impolitic. *Thompson* v. *Taylor* (1901) 66 N. J. L. 253, 49 Atl. 544; *Bowles* v. *Field* (C. C. A. 1897) 78 Fed. 742; *International Harvester Co.* v. *McAdam* (1910) 142 Wis. 114, 124 N. W. 1042. The principal case adopts a contrary rule holding that the inability of a married woman so to contract created by a statute of her domicil evidences a policy, where the domicil and the forum are the same state, opposed to charging her estate with the obligation. *Cf. Armstrong* v. *Best* (1893) 112 N. C. 59, 17 S. E. 14. The decision is less in accord with the general principles regulating the enforcement of foreign contracts than is *Thompson* v. *Taylor, supra,* and it would appear unfortunate that the Supreme Court should have adopted it in determining the Texas law in this regard, particularly since the Texas courts do not seem to have passed upon this point of policy.

CONSTITUTIONAL LAW — AWARD BY CONGRESS — VALIDITY OF STATUTE REGULATING ATTORNEY'S FEES—The plaintiff was an attorney who had prosecuted a claim, upon a contingent fee of 50%, against the United States for the value of property taken by military forces during the Civil War. An Act of Congress, recognizing the claim and one similar to it, was passed, which prohibited attorneys from receiving a fee greater than 20% of the amount awarded. In a suit to test the validity of the act, *held,* one judge dissenting, that it was unconstitutional. *Newman* v. *Moyers* (D. C. App. 1917) 50 Chicago Legal News 217.

Since the United States cannot be sued without its consent, the payment of a claim against it depends entirely upon its voluntary action and cannot be demanded as a matter of legal right. See *United States* v. *Clarke* (1834) 33 U. S. 436, 444; *United States* v. *Lee* (1882) 106 U. S. 196, 1 Sup. Ct. 240. Consequently, an award recognizing the validity of a claim must be accepted subject to the terms and conditions imposed thereon, *Ralston* v. *Dunaway* (1916) 123 Ark. 12, 184 S. W. 425; *Ball* v. *Halsell* (1896) 161 U. S. 72, 16 Sup. Ct. 554, in the same manner as a gratuity or bounty of the government. *Frisbie* v. *United States* (1895) 157 U. S. 160, 15 Sup. Ct., 586; *United States* v. *Hall* (1878) 98 U. S. 343, 351. The imposition of a condition restricting the amount of compensation which an attorney may receive for prosecuting a claim is a constitutional exercise of congressional power. *Ball* v. *Halsell, supra.* Though contracts for contingent fees, dependent upon the recovery of the claim, have been upheld as legal, *Nutt* v. *Knut* (1906) 200 U. S. 12, 26 Sup. Ct. 216; *Taylor* v. *Bemiss* (1884) 110 U. S. 42, 3 Sup. Ct. 441, yet, as against the fund recovered, they are subject to the conditions imposed upon the award. *Ralston* v. *Dunaway, supra.* But a different result has been reached where the question involved was whether an attorney could recover on his contract out of other property possessed by his client. *Davis* v. *Commonwealth* (1895) 164 Mass. 241, 41 N. E. 292; *Moyers* v. *Fahey* (Distr. Col. 1915) 43 Wash. L. R. 691. The holding in the instant case would, therefore, seem to be erroneous in so far as it permitted the attorney to maintain a lien upon the fund appropriated beyond the amount which Congress allowed him.

CONSTITUTIONAL LAW—STATE TAXATION AFFECTING INTERSTATE COMMERCE.—The state of Pennsylvania imposed an annual mercantile license tax upon each wholesale and retail vender of goods, "one-half